BRUHAT BENGALURU MAHANAGARA PALIKE

K W - 4

TENDERS FOR THE WORK OF

Name of work: "Construction of Fire Escape Staircase with fire fighting works for Annex-3 building at BBMP Head office, Bengaluru"

TENDER REFERENCE : EE/MPED-C/TEND/07 /2023-24

DATE: 28.02.2024

PERIOD OF SALE OF TENDER DOCUMENT : View KPP Portal

LAST DATE FOR SALE OF TENDER DOCUMENT : View KPP Portal

LAST DATE AND TIME FOR RECEIPT OF TENDERS : View KPP Portal

TIME AND DATE OF OPENING OF TENDERS : will be intimated to the qualified Tenderers

PLACE OF OPENING OF TENDERS : **OFFICE OF THE EXECUTIVE ENGINEER. MPED-C GROUND FLOOR, ANNEXE BUILDING-2 BBMP, N.R.SQUARE, BANGALORE-560002**

ADDRESS FOR COMMUNICATION :

TENDER DOCUMENT ISSUED TO :

Contents of Tender Document

Section Description

1. Invitation for tenderers (IFT)

2. Instructions to Tenderers (ITT)

3. Qualification Information

4. Forms of Tender, Letter of Acceptance, Notice to Proceed with the Work, and Agreement Form

5. Conditions of Contract

6. Contract Data

7. Specifications

8. Drawings

9. Bill of Quantities

10. FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

BRUHAT BENGALURU MAHANAGARA PALIKE
Executive Engineer, MPED-C, Annex-2 Building, Ground floor, BBMP
Head office Premises, NR Square, Bangalore 560 002.

No. EE/MPED-C/TEND/07/2023-24
Date:28.02.2024

SECTION 1: INVITATION FOR TENDER (IFT)

(TWO COVER SYSTEM)
(Short Term Tender Notification)
(Through GOK KPP Portal only)

1. The Executive Engineer, MPED-C, invites tenders on behalf of the Hon'ble Chief Commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through kpp portal of the Government of Karnataka (viz https://kpp.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.

2. Tender documents may be downloaded from the kpp portal of the Government of Karnataka from **04.03.2024**

3. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 90 days beyond the validity of the tender.

4. Tenders must be submitted online through kpp portal on or before 17.30 hours on **18.03.2024** and the opening of tenders will be as per the kpp portal guidelines.

5. GST shall be paid to the tendered amount separately.

6. Other details can be seen in the tender documents.

Sl. No.	**Name of the Work**	**Approx. Amount put to tender (Rs. in lakhs) (Incl 18% GST)**	**EMD (Rs in lakhs)**	**Cost of Tender form**	**Period of Completion**
1	Construction of Fire Escape Staircase with fire fighting works for Annex-3 building at BBMP Head office, Bengaluru	**688.30**	**10.33**	**As per KPP Portal**	**12 Months including Monsoon**

NOTE:

1. Pre bid meeting will be held on **12.03.2024 at 4.30pm** in the office of the Chief Engineer (Projects Central) 4th floor Annex-3 building BBMP Head office Premises NR Square Bangalore-560002 to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.
2. Last date for receipt of queries is **11.03.2024** before 17.30 hrs through KPP portal only.
3. Technical Bids will be opened on the website https://kpp.karnataka.gov.in in the office of the Executive Engineer, MPED-C Division on **19.03.2024 at 17.30 hours.**
4. Aspiring Bidders/Contractors who have not registered in kppshould register before participating through the website https://kpp.karnataka.gov.in
5. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
6. All the required information required for Bids must be filled and submit online.
7. For details, registration and e-payment visit GOK kppwebsite https://kpp.karnataka.gov.in or contact kppHelpdesk at 080 – 22441076
8. Corrigendum's/Modifications/Corrections, if any will be published in the https://kpp.karnataka.gov.in only.
9. This tender notice can also be seen on the BBMP website www.bbmp.gov.in.

Sd/-
Executive Engineer
MPED-C
Bruhat Bengaluru Mahanagara
Palike

Copy Submitted to the:

1. Personnel Secretary to Hon'ble Administrator to bring into the kind notice of the Hon'ble Administrator.
2. Personnel Assistant to Hon'ble Chief Commissioner to bring into the notice of Hon'ble Chief Commissioner.
3. Hon'ble Special Commissioner (Projects) for kind information.
4. Engineer – in – Chief for kind information.
5. Chief Engineer (Projects-Central) for kind information.
6. Superintending Engineer (Projects-Central) for kind information.
7. CAO / Chief Auditor for kind information.
8. I. T. Advisor with a Request to publish the same in the BBMP Website.
9. All Executive Engineers (Project-Central) with a Request to publish the same in the Display /Notice Boards.
10. Accounts Superintendent / Cashier for information for necessary action.

11. Public Relation Officer, BBMP for information and to publish in two leading National Newspapers in Kannada and English.
12. Notice board
13. Office Copy.

Executive Engineer
MPED-C
Bruhat Bengaluru Mahanagara
Palik

Section 2: Instructions to Tenderers (ITT)

TABLE OF CLAUSES

A. GENERAL
1. Scope of Tender
2. Eligible Tenderers
3. Qualification of the Tenderer
4. One Tender per Tenderer
5. Cost of Tendering
6. Site Visit

B. TENDER DOCUMENTS
7. Content of Tender documents
8. Clarification of Tender Document
9. Amendment of Tender documents

C. PREPARATION OF TENDERS
10. Documents comprising the Tender
11. Tender prices
12. Tender validity
13. Earnest money deposit
14. Format and signing of Tender

D. SUBMISSION OF TENDERS
15. Sealing and marking of Tenders
16. Deadline for submission of Tenders
17. Late Tenders
18. Modification and Withdrawal of Tenders

E. TENDER OPENING AND EVALUATION
19. Opening of First Cover of all Tenders and evaluation to determine Qualified Tenderers
20. Opening of Second Cover Tenders of qualified Tenders and evaluation
21. Process to be confidential
22. Clarification of Tenders
23. Examination of Tenders and determination of responsiveness
24. Correction of errors
25. Evaluation and comparison of Tenders

F. AWARD OF CONTRACT
26. Award criteria
27. Employer’s right to accept any Tender and to reject any or all Tenders
28. Notification of award and signing of Agreement
29. Security deposit
30. Advance payment and Security
31. Corrupt or Fraudulent Practice

3. General

3. *Scope of Tender*

1.1 The Executive Engineer (MPED-C), on behalf of the Hon'ble, Chief Commissioner BBMP (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the works of **"Construction of Fire Escape Staircase with Fire Fighting works for Annex-3 building at BBMP Head office, Bengaluru"** detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka

2.2 Tenders from Joint ventures are not acceptable. Tenderer shall be any individual, firm, agency registered with BBMP, BDA, NH, KPWD, CPWD, or other Central/State agencies with qualifications as set forth in Clause 3 below.

2.3 Any bidder from a country which shares a land with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

2.4 "Bidder" (including the term 'tenderer', 'consultant' or service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

2.5 "Bidder from a country which shares a land border with India" for the purposes of this Order means:-

(a) An entity incorporated, established or registered in such a country; or

(b) A subsidiary of an entity incorporated, established or registered in such a country; or

I An entity substantially controlled through entities incorporated, established or registered in such a country; or

(d) An entity whose beneficial owner is situated in such a country; or

I An Indian (or other) agent of such an entity; or

(f) A natural person who is a citizen of such a country; or

(g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

2.6 The beneficial owner for the purpose of above clause will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

2.7 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

2.8 A certificate for having read the above clauses is required to be submitted / uploaded by the tenderer separately in the following format:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered". (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

3. *Qualification of the Tenderer*

3.1 All Tenderers shall provide the requested information accurately and as required and set out in sufficient detail in Section 3: Qualification information.

3.2 To qualify for Award of this Contract, each Tenderer in its name should have in the last five years i.e. 2018-19 to 2022-23.

a) Achieved in at least two Financial Years a minimum Financial Turnover (in all classes of Civil Engineering Construction Works only) of **Rs. 1376.60 Lakhs**.

Further, the Financial Turnover of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2023-24.

b) Mandatorily satisfactorily completed (at least 50% of contract value), as Prime Contractor, at least work **"Construction of Fire Escape Staircase with Fire Fighting works" or "Similar Nature of Work"** of Value not less than **Rs. 344.15 Lakhs.** Further, the value of the Completed Works of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2023-24

c) Mandatorily satisfactorily completed Fire fighting related items worth of **Rs. 1.00 Cr** work done should be uploaded and work done issued by Government/Government undertaking/ULBS Department.

d) Executed in any one year, the minimum quantities of work:

Sl No	**Particulars**	**Unit**	**Qty**
1	Earthwork excavation	Cum	334.00
2	Cement concrete	Cum	213.30
3	TMT Steel	Tonne	39.30
4	Structural Steel	Kgs	96,566.10
4	Fire Hydrant Pipe (Differenet Size)	Mtr	3715.00

c) Deleted.
d) Deleted.

3.3. Each Tenderer should further demonstrate:

a) Availability by owning at least 50% of the required/specified key & critical equipment for this work & the remaining 50% can be deployed on lease/hire basis for all works provided, the relevant documents (commitment agreement etc.,) for availability for this work are furnished:

Sl No	**Machinery**	**Numbers**	**Evidence of Ownership to be furnished.**
1	**Tipper**	1	Ownership/ Lease certificate
2	**Crane**	1	Ownership/ Lease certificate
3	**Concrete mixer**	1	Ownership/ Lease certificate

b) Liquid assets and/or availability of credit facilities of not less than **Rs. 172.07 Lakhs** (Credit lines/letter of credit/Certificates from Banks for meeting the fund requirement etc., (usually the equivalent of the estimated

cash flow for three months in peak construction period).

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are inviting in this IFT, the Tenderer must also demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria extent stated in 3.2 (d) and (e) above.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if the available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B)

Where,

A = Maximum value of works executed in any one year during the last five years taking into account the completed as well as works in progress (updated to FY 2023-24 price level)

N =Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at FY 2023-24 price level, of existing commitments and on-going works to be completed during the next 3 months (period of completion of the works for which tenders are invited - including monsoon period)

Note: - The statements showing the value of existing commitment and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the respective employer in charge, not below the rank of an Executive Engineer or equivalent.

3.2 Tenderers shall be immediately disqualified if they are found to have any or all of the below:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;
- record of poor performance such as, but not limited to, abandoning the works, not properly completing the contract, inordinate delays in completion;
- litigation history;
- financial failures;

- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer

4.1 Each Tenderer shall submit only one tender for one package. A Tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted by the employer) will cause all the proposals with the Tenderer's participation to be disqualified.

5. **Cost of Tendering**

5.1 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. **Site visit**

6.1 The Tenderer or a representative of the Tenderer, at the expense, risk and responsibility of the Tenderer, must make a physical visit to and examine the Site of Works and its surroundings, and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works.

B. Tender documents

7. **Content of Tender documents**

7.1 Tender documents shall have all the Sections given under 'Contents of Tender Document' in this document.

8. **Clarification of Tender Documents**

8.1 A prospective Tenderer requiring any clarification with respect to the tender documents may notify the Employer through Kpp portal only. The Employer will respond to any request for clarification that he receives through E procurement portal only prior to the deadline for submission of tenders.

8.2 Pre-tender meeting:

8.2.1 The Tenderer or his authorized representative is invited to attend a pre-tender meeting that will take place at the **office of the Chief Engineer (PC) at 4th floor Annex-3 building in**

BBMP HO Premises, at a date and time as mentioned in the kpp portal.

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage

8.2.3 The Tenderer is requested to submit any questions in writing or by written electronic communication to reach the Employer not later than one week before the meeting.

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in sub-clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a Tenderer.

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda and notifying the same to all purchasers of the tender documents.

9.2 Any addendum thus issued shall be part of the tender documents and shall be posted online in the kpp portal that Tenderers should download.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders on-line through kpp portal, in accordance with sub-clause 16.2 below.

C. PREPARATION OF TENDERS

10. Documents comprising the Tender

10.1 The tender submitted by the Tenderer shall be in two covers/folders and shall contain the documents as follows:

10.1.1 First Cover:/Folder (Only online)

a) EMD; on-line payment through kpp platform;

b) Qualification Information as per formats given in Section 3;
c) Tender transaction fee. Online payment through kppplatform;
d) General eligibility criteria;
e) Document / evidence required from the tenderer.

10.1.2 Second Cover: (Only online)

a) The Tender (in the format indicated in Section 4(I))
b) Priced Bill of Quantities (as per formats given in Section 9); online through kpp portal; and

Any other materials required to be submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4(I), 6 and 9 shall be filled in without exception.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tender prices

11.1 The contract shall be for the whole Works as described in sub-clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.** Corrections, if any, shall be made online only before the submission of the tender

11.3 All duties, taxes (excluding GST), and other levies payable by the Contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause40 of the Conditions of Contract.

12. Tender validity

12.1 Tenders shall remain valid for a period not less than **90** days after the deadline date for tender submission specified in Clause 16. Any tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderer's response shall be made in writing or by written electronic communication. A Tenderer may refuse the request without forfeiting his EMD. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his EMD for the period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest Money Deposit

13.1 The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as mentioned in IFT for this particular Work. Further, out of the total EMD Amount only **Rs. 10.33 Lakh (Rupees Ten Lakhs thirty three thousand only)** shall be paid in the e – procurement portal using any of the following modes and the Balance Amount shall be in the form of Bank Guarantee from any Nationalised / ScheduledBank.

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT).
- Over the Counter (OTC).

<u>NEFT Payment Procedure</u>

If a Tenderer chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account – to – Account Transfer, wherein the money will get transferred from the Tenderer’s Bank Account to GOK’s Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer’s Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer’s Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is

submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the e – Procurement System as part of its Bid also.

OTC Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fees Over The Counter (OTC) in any of the designated Axis Bank Branches listed in the e – Procurement Website (www.kpp.karnataka.gov.in), the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission.

13.2 EMD Amount shall be submitted by the Tenderer taking into account of the following Conditions.

a. EMD for Rs. 10.33 Lakh shall be accepted only in the form of Electronic Cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's Central Pooling Account at ICICI Bank until the Work is awarded
b. The Tenderer's Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 13.1 and 13.2.

13.3 Any Tender not accompanied by an acceptable EMD and not secured as indicated in Sub Clauses 13.1 and 13.2 above shall be rejected by the Employer as Non Responsive.

13.4 The Earnest Money Deposit of the Unsuccessful Tenderers will be returned within 30 days of the end of the Tender Validity Period as specified in Sub Clause 12.1.

13.5 The Earnest Money Deposit of the Successful Tenderer will be discharged only when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The Earnest Money Deposit may be forfeited

a. If the Tenderer withdraws the Tender after Tender Opening during the Period of Tender Validity;

b. If the Tenderer does not accept the Correction of the Tender Price, pursuant to Clause 24; or
c. In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
   i. Sign the Agreement; or
   ii. Furnish the required Performance Security.

14. Format and signing of Tender

Tenderer shall submit the Bid electronically before the submission date and time published in kpp portal.

14.1 Deleted
14.2 Deleted
14.3 Deleted

D. SUBMISSION OF TENDERS

15. Sealing and Marking of Tenders

Tenderer shall submit the Tender document electronically before the submission date and time published. The document for submission shall be uploaded in PDF format and submitted in the order mentioned below**.**

1. Content sheet with name of folder / file, No of pages in each folder / file and size of the folder/file.

FIRST COVER /FOLDER (TECHNICAL PART)

2. As per Section 3 - Qualification information

   a. Qualification information summary sheets

   b. Affidavit as per the format attached in qualification information.

   c. Brief description of tenderer with the details of contact person for communication with BBMP

   d. Attested copy of Registration certificate of the contractor

   e. EMD as specified in the Table of I TT in the document.

   f. Power of attorney for signing the tender

   g. Work performed & quantity executed as per Table 1 & 2 with supporting certificates from client for the claims mentioned in tables 1 & 2 of qualification information.

   h. Tables 3 A & 3 B of qualification information with supporting certificate from client &calculation sheet for available tender capacity.

   i. Availability of machinery as per Table 4 of qualification information.

j. Experience & qualification of key persons as per Table 5 of qualification information.

k. Financial statement for past five F.Y, contains balance sheet, profit & loss, statement on cash on hand, liquid assets etc from Charted Accountant.

l. Line of credit and details of tenderer's bank with reference as per format attached in qualification information.

m. Litigation history as per Table 7. of qualification information.

n. Method adopted for construction program, bar chart, quality assurance program as per clause 1.13 of qualification information

o. Undertaking for the tender is valid for **180** days as per clause 1.14 of qualification information.

SECOND COVER/FOLDER (FINANCIAL PART)

a. Form of tender as per section 4 (I) of tender document.
b. Priced Bill of Quantity.
c. Any other materials required to be completed and submitted by Tenderers in accordance with ITT.

16. Deadline for submission of the Tenders

16.1 Tenders must be submitted on-line in the kpp portal of the Employer before the notified date and time.

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1 In online kpp system, you shall not be able to submit the Tender after the Tender submission time and date as the icon or the task in the kpp portal will not be available.

18. Modification and Withdrawal of Tenders

18.1 Tenderer has all the time to modify and correct or upload any relevant document in the portal till tender submission date and time, as published in the kpp portal. In kpp portal the Contractor has the option of withdrawing the Tender by digitally signing to withdraw/cancel Tender before the Tender submission time/date.

18.2 Deleted.

18.3 No tender May be Modified after deadline of submission of the Tender.

18.4 Withdrawal or modification of a tender between the deadline for submission of tenders and the expiration of the original period of tender validity specified in clause 12.1 above or as extended pursuant to clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to clause 13.

18.5 Tenders may only offer discounts to, or otherwise modify the prices of their tenders by submitting tender modification in accordance with this clause, or included in the original Tender submission.

E. TENDER OPENING AND EVALUATION

19. Opening of First Cover/folder (Technical Part) of all Tenders and evaluation to determine qualified Tenderers:

19.1 The Employer will open online the First Covers of all the Tenders received through kpp portal, in the presence of the Tenderers or their representatives who choose to attend on the date and the place specified in the kpp portal. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2 Deleted

19.3 The Tenderers' names, the presence or absence of EMD (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening.

19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with sub-clause 19.3

19.5 Deleted

19.6 The Employer will evaluate and determine whether each tender
(a) Meets the eligibility criteria defined in ITT Clause 2;
(b) Is accompanied by the required EMD as per stipulations in ITT Clause; and
(c) Meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

20. Opening of Second Cover/folder (Financial Part) of qualified Tenderers and evaluation:

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open online

the Second Covers of qualified Tenderers at the appointed time and date (as indicated in the kpp portal) in the presence of the Tenderers or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

20.2 Deleted.

20.3 Deleted.

20.4 The Employer shall prepare minutes of the Second Cover Tender opening, including the information disclosed to those present in accordance with Sub-clause 20.3

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may, at the sole discretion of the Employer, result in the rejection of his Tender and/or the Employer may take such other actions as it may deem fit and necessary.

22 Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing, through the kpp portal.

22.3 Any effort by the Tenderer to influence the Employer in the Employer’s Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers’ Tender.

23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender;
(a) has been digitally signed;
(b) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one that conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one
(a) Which affects in any substantial way the scope, quality, or performance of the Works.
(b) Which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or
(c) Whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer only after duly recorded and filed reasons for the rejection, that does not reflect any discretion or bias, and is formally communicated to the Tenderer. The Tender may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

24.1 The Tenderer may modify the tender only before the last date for submission of the tender, as indicated on the kpp portal.

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:
(a) making any correction for errors pursuant to Clause 24; and
(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of

the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 40 of the Conditions of Contract, Section 5, during the implementation of the Contract, will not be taken into account in tender Evaluation

25.5 If the tender of the successful Tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the contract and/or effect pro rata deductions in the running bills so as to cover such amount that would be required to have the remaining work completed should the tenderer fail to complete the work due to acceptance of unbalanced tender .

F. AWARD OF CONTRACT

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender price, provided that such Tenderer has been determined to be

(a) Eligible in accordance with the provisions of Clause 2 of Section 2, and

(b) Qualified in accordance with the provisions of Clause 3 of Section 2.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers with an adequate explanation justifying such action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by, e-mail or facsimile or kpp portal or through letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the

Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed under the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security Deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer is required to sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Security Deposit, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security Deposit

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security Deposit in any of the forms given below for an amount equivalent to **5%** of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 43 of the Conditions of Contract for the Works.

- Cash
- Banker’s Cheque/Demand draft/Pay Order/Bank Guarantee/FDR in favour of The Chief Commissioner , BBMP, Bengaluru payable at Bengaluru
- The Bank guarantee in the form given in Section 10.
- Specified small savings instruments pledged to Chief Commissioner, BBMP, and Bengaluru payable at Bengaluru

29.2 If the Security Deposit is provided by the successful Tenderer in the form of Bank guarantee, it shall be issued either by nationalized / scheduled Bank.

29.3 The Security Deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the successful Tenderer (“**contractor**”).

29.4 Failure of the successful Tenderer to comply with the requirements of Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD.

30 Advance Payment and security:

30.1 The Employer will provide an advance payment on the contract price as stipulated in Clause 41 of the Conditions of Contract,

subject to the maximum amount as stated in the Section 6, Contract Data.

31. Corrupt or Fraudulent practices

31.1 The Government of Karnataka (GOK) requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK:
(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
(b) will declare any organization as ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

31.2 Furthermore, Tenderers shall be aware of the Termination provision stated in Clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

(SUMMARY SHEET)

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 a. Constitution or legal status of Tenderer [copy attached (Yes/No)

b. Place of Registration copy attached (Yes/No)

_____

c. Principal place of business:

_____

d. Brief description of the Company including details of its main lines of business with details of individual(s) who will serve as the point of contact/ communication for BBMP:

e. Power of Attorney for signing the tender [Copy attached (Yes/No)]

1.2 Total value of civil engineering construction works executed and payments received in
the last five years (in Rs.1376.60 Lakhs)

2018-19_____

2019-20_____

2020-21_____

2021-22_____

2022-23_____

(Certified copy from CA is attached(Yes/No)

1.3 Work performed (in the same organization name) on works of similar nature over during the five years specified in 1.2 above. (Separate sheet should be added as per the table below with supporting experience certificate from the client)
(Attached (Yes/No)

Table 1

Project Name	Name of the Employer*	Description of work	Contract No.	Value of Contract(Rs crore)	Date of issue of work	Stipulated period of complet	Actual date of completion*	Remarks explaining reasons for delay &

** Attach certificate(s) from the Engineer(s)-in-Charge*

1.4 Quantities of work executed as prime Contractor (in the same organization name) during the last five years specified in 1.2 above: (Separate sheet should be added as per the table below with supporting experience certificate from the client)
(Attached (Yes/No)

Table 2

Year	Name of Work	Name of Employer	Quantity of work performed units	Remarks (Indicate contract reference)
			As per Section 2; 3.2 (c)	
2018-19				
2019-20				
2020-21				
2021-22				
2022-23				

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

TABLE 3. (A)

A) Existing commitments and on-going works: (Separate sheet should be added as per the table below with supporting certificate from the client)

(Attached (Yes/ No)

Description of works	**Place & State**	**Contract No.**	**Name &Address of Employer**	**Value of Contract (Rs Cr)**	**Stipulated Period of Completion**	**Value of works* remaining to be comple-ted (Rs Cr)**	**Anticipated date of completion**
1	2	3	4	5	6	7	8

**Attach certificate(s) from the Engineer(s)-in-Charge*

TABLE 3.(B)

(B) Works for which tenders already submitted:

(Separate sheet should be added as per the table below with supporting certificate if any)

(Attached (Yes/No)

Description of works	Place & State	Name & Address of	Estimated value of works (Rs Cr)	Stipulated period of completion	Date when decision is expected	Remarks, if any
1	2	3	4	6	6	7

1.6 The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below. (Separate sheet should be added as per the table below)

(Attached (Yes/No)

TABLE 4

Item of work	**Requirement**		**Owned**	**Owned & Available**		**Remarks**
	No	**Capacity**		**Number/ Capacity**	**Age/ Condition**	

1.7 Reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last five years; (Certified copy from CA is attached (Yes/No)

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9 Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in Section 2. ITT sub-clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

(Refer Clause 1.10 of qualification Information)

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this work, namely **"Construction of Fire Escape Staircase with fire fighting works for Annex-3 building at BBMP Head office, Bengaluru "** is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of **Rs. ..... lakhs** to meet the working capital requirements for executing the above contract.

Sd/-
Name of the Bank,
Senior Bank Manger

Address:
.....

1.11 -Deleted -

**Attach certificate(s) from the respective employer*

1.12 Information on litigations in which the Tenderer is involved: (Separate sheet should be added as per the table below) (Attached (Yes/No)

TABLE 7

Other Party (ies)	Employer	Cause of Dispute	Amount involved	Remarks showing

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.
(Separate sheets should be added)
(Attached (Yes/No)

SECTION 4: FORMS OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK, AND AGREEMENT FORM

(I) FORM OF TENDER

Description of the Works: "Construction of Fire Escape Staircase with fire fighting works for Annex-3 building at BBMP Head office, Bengaluru"

.....
.....
Tender

To : _____
Address : _____
_____

Dear Madam/Sir(s),

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of..... (in figure)

.....
..... (in words).

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest of Tenders or any Tender you receive.

The advance payment required is Rs. ..... Lakhs
We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and EMD required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:
_____

Name of Tenderer _____

Address: _____

_____

(II) LETTER OF ACCEPTANCE

(on the Letterhead of the Employer)

_____ [date]

To

———————————————— (name and address of the Contractor)

————————————————

————————————————

Dear Madam/Sir(s),

This is to notify you that your Tender dated _____ for execution of **"Construction of Fire Escape Staircase with fire fighting works for Annex-3 building at BBMP Head office, Bengaluru"** [Name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees_____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security Deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs._____ within 20 days of the receipt of this letter of acceptance, which shall be valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to _____and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

(III) ISSUE OF NOTICE TO PROCEED WITH THE WORK

(on the Letterhead of the Employer)

_____ [date]

To

———————————————— (name and address of the Contractor)

————————————————

————————————————

Dear Madam/Sir(s),

Pursuant to your furnishing the requisite Security Deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of ....at Tender Price of Rs.————————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

Authorized Signature
Name and Title of Signatory
Name of Agency

(IV) AGREEMENT FORM

Agreement

This agreement, made on the _____day of _____20_____, between _____ _____ (hereinafter called "the Employer") of the one part and _____ [name and address of contractor] (hereinafter called "the Contractor") of the other part (together shall be referred to hereinafter as Parties).

Whereas the Employer is desirous that the Contractor execute _____(hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees_____

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the Conditions of Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and remedying the defects there in, the Contract Price or such other sum as may become payable under the provisions of the Conditions of Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract);
   vi) Specifications;
   vii) Drawings;
   viii) Bill of Quantities; and
   ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the
said_____

in the presence of:
Binding Signature of Employer

_____
Binding Signature of
Contractor_____

SECTION 5: CONDITIONS OF CONTRACT

TABLE OF CONTENTS

A. General

1. Definitions
2. Interpretation
3. Law governing contract
4. Employers decisions
5. Delegation
6. Communications
7. Subcontracting
8. Other Contractors
9. Personnel
10. Employer's and Contractor's risks
11. Employer's risks
12 Contractor's risks
13. Insurance
14. Site Investigation Report
15 Query about Contract Data
16 Contractor to construct the Works
17. The Works to be completed by Intended Completion Date
18 Approvals by the Employer
19. Safety
20. Discoveries
21. Possession of the Site
22. Access to the Site
23. Instructions
24. Procedure for resolution of disputes

B. Time Control

25. Program
26. Extension of the Intended Completion Date
27. Delays ordered by the Employer
28. Management meetings

C. Quality Control

29. Identifying defects
30. Tests
31. Correction of defects
32. Uncorrected defects

D. Cost Control

33 Bill of Quantities (BOQ)
34 Variations
35. Payment for Variations
36. Submission of bills for payment
37 Payments
38. Compensation events
39. Tax
40 Price Adjustment
41. Liquidated damages
42. Advance Payments
43. Security Deposit
44. Cost of repairs

E. Finishing of Contract

45. Completion
46. Taking Over
47. Final account
48. As-built drawings
49. Termination
50 Payment upon termination
51. Property
52. Release from performance

F. Special Conditions of Contract

Conditions of contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 38 hereunder.

The **Completion Date** is the date of completion of the Works, as certified by the Employer in accordance with Sub Clause 46.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor is a person** or corporate body (who's) whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date which is 24 months for this tender.

The **Employer** is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

Plant is a place where construction material is stored

The **Site** is the area defined as such in the Contract Data.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer. The specifications include supplemental specifications, special provisions, and all written or printed agreements and instructions pertaining to the method and manner of performing the work or to the quantities and qualities of the materials to be furnished under the contract

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates, but shall be the same as or a date after the site possession date.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are documents prepared by the Employer and are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

The Works shall contain name of the work, brief summary, estimated cost, locality and precise extents of the site.

Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

Engineer shall mean a qualified civil engineer appointed by the Employer for the purposes of the Contract and named in Section 6, Contract Data or notified by the Employer from time to time.

Engineer-in-charge is a representative of the Employer (from the department of engineering) who is of an appropriate seniority and who will be responsible for supervising and administering the contract.

Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the unjust benefit or advantage of the Contractor, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Employer and the public of the benefits of free and open competition.

Operations and Maintenance Manual are documents containing instructions for operation, maintenance of the Works

Program of Construction is a sequenced scheduling of the Works under the contract

"Temporary Works" means all temporary works of every kind required in or about the execution, completion or maintenance of he works and includes all temporary constructions such as, scaffolding, ladders, timbering, site offices, cement and other platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and, mixing platforms.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted *intoto*:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications (including annexure)

(7) Drawings
(8) Bill of Quantities and
(9) Any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India read along with the local laws of the State of Karnataka.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor after consulting with the Contractor.

5. **Delegation**

5.1 The Employer may delegate any of its duties and responsibilities to agencies to perform specific tasks with respect to the Works, after notifying the Contractor and may cancel any such delegation after notifying the Contractor.

6. **Communications**

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered.

7. **Subcontracting**

7.1 Subcontracting is allowed only works related to water, sewer & electric.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Employer.

9. **Personnel**

9.1 The Contractor shall employ such technical personnel (of number and qualifications) as set out in the contract Data, subject to conformance with the qualification requirements set out in Clause 3.3 of Section 2. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor’s staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the

Site within seven days and has no further connection with the Work.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the following risks:

a) Rebellion, riot, commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or
b) A cause due solely to the design of the Works, other than the Contractor's design; or
c) Any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:
    i. could not have reasonably foreseen; or
    ii. could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;
        1. prevent loss or damage to physical property from occurring by taking appropriate measures or
        2. insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract, other than the excepted risks set forth above, are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall, prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :

a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
b) for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and
c) For death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or its employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start

Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage, or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-Clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payment is due, the payment of the premiums shall be a debt due by the Contractor to the Employer.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with conditions of the insurance policies as per respective obligations specified in such policies and/or laws applicable thereto.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the contract data, Supplemented by any information available to the tender.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor will commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer

18.1 The Contractor shall submit Specification and Drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works

18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of the temporary Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and the same may be considered as a compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where Materials or Plant are being manufactured/ fabricated/assembled for the Works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which are in accordance with this Contract and which comply with the applicable laws.

24. Procedure for resolution of Disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. TIME CONTROL

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. The Contractor understands that time is the essence of this Contract and in the event the Contractor is unable to complete the Contract within the stipulated time, the Employer shall be entitled to terminate this Contract under Clause 50 here in under.

25.2 In the event of Employer's disapproval of the Program, the Contractor shall revise the Program as per the requirements of the Employer and re-submit the same to the Employer for approval. The Employer may require the Contractor, in case there are any Variations or Compensation Events, to revise the Program in order to reflect such Variations or Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the original Intended Completion Date.

26.2 The Employer shall determine the terms of revision of the Program or the Intended Completion Date, within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting complete supporting information thereto.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for completion of the remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. QUALITY CONTROL

29. Identifying Defects

29.1 The Employer shall, from time to time and upon completion of the Works, check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor’s responsibilities The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

29.2 The Employer may appoint, mandate, outsource quality control to an independent agency or constitute a Committee of members on Quality Control (CQC). The CQC shall perform its duties as stated by the Employer at the time of appointment / formation.

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specifications, to check whether any work has a Defect and in the event such test shows that there is a Defect, the Contractor shall bear all costs with respect to such test. If there is no Defect, the test shall be considered as a Compensation Event.

31. Correction of Defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins on the date of Completion and is defined in the Contract Data. The Defects Liability Period may be extended for a reasonable period of time beyond which the defect shall be deemed an Uncorrected Defect under Clause 32.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified in such notice by the Employer.

32. Uncorrected Defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer may assess the cost of having the Defect corrected and require the Contractor to pay such amount, notwithstanding any other remedies that the Employer may seek against the Contractor for correction of such Defect.

D. COST CONTROL

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning of the Works.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the Works

a) Increase or decrease any item of work included in the Bill of Quantities (BOQ);
b) Omit any item of work;
c) Change the character or quality or kind of any item of work;
d) Change the levels, lines, positions and dimensions of any part of the work;
e) Execute additional items of work of any kind necessary for the completion of the works; and/ or
f) Change any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the Works in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the Contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing to the employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 (thirty) working days, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ failing which the Contractor shall be responsible for deviation if any. Further, Employer's approval must be obtained for any variation exceeding 5%.

35. Payments for Variations

35.1 Changes in material specification may be made by Employer at any time before the Contractor purchases the material under consideration for change, or executes the work, as long as the new material specification is equal or less to the unit cost of the original specification. Any difference in excess or reduction, will be adjusted in dues to the Contractor in writing, approved and signed by the Employer. Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of Contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of Contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances shall the Contractor suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments other than recoveries in terms of contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor within 60 days of submission of certified bill. The contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed programme payment is subject to availability of the grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events, unless they are attributable to the Contractor:

a) The Employer does not provide access to a part of the Site by the Site Possession Date stated in the Contract Data.
b) The Employer orders a delay or does not certify or release drawings, specifications or instructions required for execution of works on time.
c) The Employer instructs the Contractor to uncover or to carry out tests upon work which is found to have no Defects upon completion of such tests.
d) The Employer provides instructions to deal with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
e) The effect on the Contractor of any of the Employer's Risks.
f) The Employer delays issuing a Certificate of Completion without just cause.
g) Other Compensation Events that may be listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed by the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date extended, as required. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast made in consultation with the Contractor. The

Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation in the event the Contractor does not report the change in circumstances within a reasonable time or in the event non co-operation by the Contractor with the Employer has adversely affected the Employer's interests.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes (excluding GST) that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. Price Adjustment –deleted -

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities herein.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Advance Payments

42.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

42.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other relevant documents to the Employer.

42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

43. Securities:

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 90 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 90 days from the date of issue of the certificate of completion.Security Deposit is repaid to the Contractor after completion of work to the satisfaction of Employer.

44. Cost of Repairs

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Works are completed in accordance with the Contract.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a Certificate of Completion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate (i.e. 24 months) and certify any final payment that is due to the

Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

48. As built drawings and Operating and Maintenance Manuals

48.1 If Completion Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor. The Contractor shall supply as-built completion drawings by the dates stated in the Contract Data.

48.3 The Contractor shall supply Operating and Maintenance Manuals for the Works by the dates stated in the Contract Data.

48.4 If the Contactor does not supply the Operating and Maintenance Manuals by the dates stated in the Contract Data, or the Employer rejects the same, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor. In case of rejection, the amounts shall be withheld until such manuals are amended and resubmitted for Employer's approval

49. Termination

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(a) the Employer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 60 days;

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) –deleted-

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor

fails to correct it within a reasonable period of time determined by the Employer;

(f) The Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract. For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial noncompetitive levels and to deprive the Borrower of the benefits of free and open competition."

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable by the Contractor to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due

to be deducted at source as per applicable law and make payment accordingly.

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work immediately after receiving a certificate to this effect and shall be paid for all work carried out before the issuance of such certificate.

F. SPECIAL CONDITIONS OF CONTRACT

F. Special Conditions of Contract

1. Labour:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations:

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or

observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Arbitration (Clause 24): The Tender Documents uploaded in the e – Procurement Portal, Tender Terms arrived at during Process of Clarifications together with the Letter of Acceptance thereof, shall constitute a Binding Contract between the Successful Tenderer and the Employer and shall form the Foundation of the Rights and Obligation of both the Parties.

5. The Several Documents forming the Contract are to be taken as mutually explanatory of one another, Detailed Drawings being followed in preference to Small Scale Drawings and Figured Dimensions in preference to the Measured Ones.

6. In case of Discrepancy / Inconsistency between the Description in the Scope of Works, Specifications, Nomenclature of Items and / or the Drawings, Conditions of Contract, Qualification Document and if there are Varying or Conflicting Provisions made in any Document forming Part of the Contract, the Employer shall be the Deciding Authority with regard to the Intention / Interpretation of the Document and his Decision shall be final and binding on the Contractor without any reservations.

7. The Right to carry out the Work either in Conformity with or in a Manner entirely different from the Terms of this Tender Document that may be considered most suitable before or subsequent to the

Receipt of Tenders due to Exigencies of Work is reserved with the Employer.

8. Any Error in Description or any Omissions there from, shall not vitiate the Contract or release the Contractor from the Execution of the whole or any part of the Works comprised therein according to Drawings and Specifications or from any of his Obligations under the Contract.

9. The Work shall not be sub contracted.

10. Within ten days from the Date of Signing the Agreement, the Contractor shall submit to the Employer for his Approval, a Time and Progress Chart in direct relation to the Intended Completion Period stated in the Contract Data for Completion of the Items or Groups of Items of Work and for the Contract as a whole. It shall indicate the Procedure and Method in which the Work is proposed to be carried out, the Forecast of the Dates of Commencement and Completion of Various Grades or Sections and the Arrangements regarding Constructional Plant and Temporary Works, which the Contractor intends to make. The Programme of Work may be amended as and when necessary by Agreement between the Employer and the Contractor within the Limitations of Time imposed by the Contract Documents.

i. The Total Work to be executed shall be divided into seven to ten Milestones on mutually agreed Schedule between the Employer and the Contractor. These Milestones shall be based on Financial Progress in concurrence with respective Physical Progress. Progress of Work will be reviewed monthly / at the end of the each Milestone. In case the Progress achieved falls short by more than 25% of the Cumulative Programme, the Reasons for such Shortfall shall be examined and a Record made thereof apportioning the Responsibilities for the Delay between the Contractor and the Employer. This Record shall be signed in full and dated by both the Employer and the Contractor.

ii. In respect of the Shortfall in Progress (reviewed monthly / at the end of the each Milestone), assessed as due to the Delay on the Part of the Contractor, the Contractor shall be Liable to pay Liquidated Damages as stated in the Contract Data. In case the Contractor picks up the Progress and completes all Works as per Tender within the Intended Completion Period, the Entire Amount so recovered above will be returned back to the Contractor without any Interest. The Time of Completion is to be certified by the concerned Chief Engineer.

11. On the basis of Project Scheduling, the Contractors shall also supply Monthly Bar Chart for Completion of each Item of Work and other necessary Information for monitoring the Progress of the Work. The Contractor shall also supply suitably Updated Monthly

Bar Charts, etc. incorporating inter alia the Decision taken during Site Inspections / Review Meetings.

12. The Approval of the above Programme by the Employer shall not absolve or relieve the Contractor of any of his Responsibilities to complete the whole of the Works by the Intended Completion period or Extended Completion Period, if any.

13. Progress of Work

The Contractor shall give the Employer on the 4th Day of each Month a Progress Report of the Work done during the Previous Month.

The Progress of Work will be reviewed periodically by the Employer with the Contractor and Shortfalls, if any sorted out, the Contractor shall thereupon take such Action as may be necessary to bring back his Work to Schedule without any Additional Cost to the Employer by employing Overtime Operations, increasing the Number of Shifts, Capacity of the Equipment or otherwise as directed by the Employer and nothing shall be paid extra.

14. Drawings to be kept at Site

The Required Sets of the Drawings as approved by the Employer shall be kept by the Contractor at the Site and the same shall at all reasonable time be available for Inspection and Use by the Employer and his approved Representative and any other person authorized by the Employer in writing.

15. Inspection of Works

In addition to the Provisions of Relevant Clauses of the Contract, the Work shall also be open to Inspection by the Employer and his approved Representative. The Contractor shall at all times during the Usual Working Hours and at all times at which Reasonable Notices of the Intention of the Employer or his approved Representative as stated above to visit the Works shall have been given to the Contractor, either himself be present to receive the Orders and Instructions or have a responsible Site Engineer duly accredited in writing, to be present for that Purpose.

16. Foreign Exchange

It shall be clearly understood that no Foreign Exchange shall be made available for the Purpose of Equipment, Plants, Machinery or Materials of any kind or any other Items / Purposes required to be carried out in Execution of the Work. It shall be clearly understood that no Foreign Exchange required for importing Equipments, Materials for Tools, Plants and Machinery, etc. that may be required in carrying out the Work, even from the Rupee Payment Country will be made available.

17. The Contractor shall make his own arrangement at his own Cost for the Provision of Telephone Facilities at the Site of Works or at any other place.

18. No Accommodation is available at the Site of Work for Office, Residence, Labour, Store, Casting Yard, etc. and the Contractor has to make his own Arrangement and no Claim whatsoever on this account shall be entertained.

19. The Contractor shall make his own arrangement for the Disposal of the Spoils / Excavated Earth / Debris from the Works to such Place, approved by the Employer, where the same shall not cause Nuisance and shall be acceptable to the Authorities concerned.

20. The Electric and Water Connections to be obtained for use of the Work under the Contract are subject to the following Conditions.¬

a) The Contractor shall make his own arrangement for Electricity and Water Supply. However, the Employer will assist the Contractor to get Power from the concerned Department at the Contractor's Cost.
b) The Employer shall in no way be Responsible for any Delay in getting the Electric Connection and Water and no Claim on this account whatsoever, shall be entertained. It shall be clearly understood that the Contractor has to make his own Arrangement for Generators for use before the Electric Connection is made available and also to be used as a Stand by Arrangement in case of Power Failure, etc. or in the case of Disconnection of Electric Supply by the concerned Department for any reason.

21. Safety of Workers

In respect of all Labour directly or indirectly employed in the Work for the Performance of the Contractor's Part of this Agreement, the Contractor shall at his own Expense arrange for the Safety Provisions as per Indian Standard Safety Codes shown below and shall at his own Expense provide all Facilities in connection there with. In case, the Contractor fails to make Arrangement and provide Necessary Facilities as aforesaid, he shall be liable to pay Rs. 10,000/- per Day for each day of Delay from the Date of Notice issued to the Contractor in this regard and in addition the Employer shall be at liberty to make Arrangement and provide Facilities as aforesaid and recover the Cost incurred on that behalf from the Contractor, and no Claims whatsoever shall be entertained.

i. IS: 3696 (Part I)–1966 Safety Code for Scaffolds and Ladders
ii. IS: 3696 (Part II)–1966 Safety Code for Scaffolds and Ladders, Part II Ladders
iii. IS: 3764–1966 Safety Code for Excavation Work
iv. IS 4081–1967 Safety Code for Blasting and Drilling Operations
v. IS: 4138–1977 Safety Code for Working in Compressed Air
vi. IS: 5121 Safety Code for Piling and other Deep Foundations
vii. IS: 5916–1970 Safety Code for Construction involving Use of Hot Bituminous Materials

viii. IS: 7293–1974 Safety Code for Working with Construction Machinery

ix. IS: 7969–1975 Safety Code for Storage and Handling of Building Materials

x. Any other Code and / or as per directions of the Employer.

22. The Employer shall have Full Powers to send Workmen and employ on the Premises to execute Fittings and other Work not included in the Contract. For whole Operations, the Contractor is to afford every Reasonable Facility during Ordinary Working Hours provided that such Operations shall be carried on in such a manner as not to impede the Progress of the Work included in this Contract in the opinion of the Employer.

23. The Contractor shall conduct his Work so that not to interfere with or hinder the Progress or Completion of the Work being performed by other Contractors, Piece Workers or by the Employer and shall as far as possible arrange his Work and shall place and dispose the Operations of the other Contractors, Piece Workers, or of the Employer. The Contractor shall arrange his Work with that of the others in an Acceptable Manner and shall perform it in Proper Sequence to the complete Satisfaction of the Employer at the Contractor's own Cost.

24. No Waiving of Legal Rights and Powers

The Employer shall not be precluded or stopped from taking any Measurements and Framing of Estimates or Detaining any Certificates made either before or after the Completion and Acceptance of the Work and Payment, from showing the True Amount and Character of the Works Performed and Materials furnished by the Contractor and from showing that any such Measurements, Estimates or Certificates Untrue or incorrectly made and that the Employer shall not be precluded or stopped from recovering from the Contractor and such Damages as it may be sustained by Reasons of his Failure to comply with the Terms and Conditions of the Contract. Neither the Acceptance by the Employer nor any Payment for Acceptance of the whole or any part of the Work nor any Extension of Time nor any Possession taken by the Employer shall operate as a Waiver of any Portion of the Contract or any Power herein reserved or of any Risk to Damage. A Waiver of any Breach of the Contract shall not be held to be a Waiver of any other or subsequent Breach.

25. Night Work

For Completing the Work well within the Intended Completion Period, the Contractor is required to work in three shifts (including Night Work) and no Claim whatsoever shall be entertained on this account, notwithstanding, the Fact that the Contractor will have to pay to the Labours and other Staff engaged directly or indirectly on the Work according to the Provisions of the Labour Regulations and the Agreement entered into and for Extra Amounts towards any

other Reason. None of the Permanent Works shall be carried out during Night or on Authorized Public Holidays without the permission in writing of the Employer except when Work is unavoidable or absolutely necessary for the Safety of Life, Property or Work in which case the Contractor shall immediately advise the Employer accordingly, provided that the Provisions of this Condition shall not be Applicable in the case of any Work which is customary to carry out by Rotation or in Double Shift.

26. No Work shall be covered or put out of View without the approval of the Employer or his approved Representative and the Contractor shall afford Full Opportunity for Examination of such Services before these are permanently installed or extended thereof as per Site Requirement.

27. The Execution of any Items of Work where any Incidental Work is actually required but not specifically stated in the Tender Document, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing extra on account of such Incidental Charges, if any, shall be paid.

28. No Payment will be made to the Contractor for Damage caused by Rains, or other Natural Calamities or Accidents or Acts of God, during the Execution of the Works and no such Claim on this account will be entertained.

29. The Contractor is required to submit Rates of all Items he has used to derive the Tendered Price inclusive of Cost of all Labour, Materials, Plant, Machinery, Equipments, Carriage and other Inputs, Taxes, Royalties, etc.

30. The Contractor shall maintain in Good Condition all Work till the **Completion** of entire Work allotted to him. From the Commencement of the Work to the Completion of the same, the Work is to be under the Contractor's Charge. The Contractor is to be held Responsible for and to make good all Injuries, Damages and Repairs, rendered necessary by Fire, Rain, Traffic, Floods or other Causes. The Employer shall not be held Responsible, for any Claims for Injuries to Personal Workmen or for Structural Damage to Property happening from any Neglect, Default, Want of Proper Care or Misconduct on the Part of the Contractor or of any other of his authorized Representatives in his Employment during the Execution of the Work. The Compensation, if any, shall be paid directly to the Department / Authority / Persons concerned, by the Contractor at his own Cost.

31. The Contractor will take all Necessary Measures for the Safety of Workers during Construction and provide, erect and maintain such Barricades, including Signs, Markings, Flags and Lights, as necessary, all around the Excavation / Construction Area and at such Intermediate Points, as directed by the Employer including the Proper Identification of the Construction Areas. He shall be

Responsible for all Damages and Accidents on account of Construction and other Relevant Activities. Nothing shall be paid extra on account of above.

32. The Temporary Warning Signs / Lamps shall be installed at all Barricades during the Hours of Darkness and kept lit there at all times during these hours and nothing shall be paid extra.

33. The Contractor shall use every Reasonable Means to prevent any of Roads, Bridges communicating with or on the Routes to the Site from being damaged by any Traffic of the Contractor or any of his Sub Contractors and in particular, shall select Routes and Vehicles to avoid such Unnecessary Damages.

34. The Contractor shall assume all Liabilities, Financial or otherwise in connection with his Contract and shall protect and save the Employer from any and all Damages and Claims that may arise because of the Presence and Operations of others working on or near the Site. The Contractor shall assume all Responsibilities for all Work not completed or accepted because of the Presence and Operations of other Contractors or Piece Workers or of the Employer.

35. At the time of Construction, the Contractor shall embed all Electrical / other Fixtures like Base Plates, Brackets, Conduits, etc. as per the Directions of the Employer. Nothing Extra whatsoever will be payable on this account.

36. For execution of any Items of Work where Incidental Works such as Bailing out Water, Shoring, etc. are actually required but not specifically stated in the Tender, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing Extra on account of such Incidental Charges, if any, shall be paid.

37. Any Upgradation in Technology in terms of Construction Procedures / Construction Materials / Construction Equipments will be adopted from time to time on mutual consents of the Employer and the Contractor.

38. Quality Control Tests

The Contractor shall arrange for Site Control on the Quality of Materials and carry out all the Tests as per the Provision of BIS, MoRTH Specifications and as per the Instructions of the Employer / Employer’s Representative.

Further, the Contractor shall adopt Construction Machineries, Execution Methodology, Quality Control System, Safety Management, etc. as per the prevailing State–of–the– Art Facilities in prior consent with the Employer.

39. The Employer might deploy Employer's Representative for Design Checking and Approval, Work Supervision, Quality Control and Supervision, Progress Monitoring, Safety Monitoring, etc. The Contractor shall abide by the Instructions / Suggestions given by the Employer's Representative for the successful completion of the Project.

40. Interference with Traffic and Adjoining Properties

a) All Operations necessary for the Execution and Completion of the Works and the Remedying of any Defects therein shall, so far as Compliance with the Requirements of the Contract Permits, shall be carried out so that not to interfere unnecessarily or improperly with the following.

i. The Convenience of the public, or

ii. The Access to, Use and Occupation of Public or Private Roads and Footpaths or of Properties whether in the Possession of the Employer or of any other person.

b) In case any Operation connected with the Traffic necessitates Diversion, Obstruction or Closure of any Road, Railway or any other Right of Way, the Approval of the Employer and the Concerned Authorities shall be obtained well in advance by the Contractor.

41. In the case of the death of a Contractor after executing the agreement / commencement of the work, his legal heir, if an eligible registered Contractor and willing can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

42. As per Govt order No.LD/300/LET/2006, Dated: 18/01/2007 and Addl. Commissioner (Finance) Office Order No. BBMP/CAO/PR/07-08 Dated: 03/08/2007 the building construction labourers welfare cess (1% of CONTRACT AMOUNT) will be deducted from the Building and other construction works in every running bill and also in the final bill of the contractor.

43. As per the Government Order No.(CAO/Budget:647/209-10 Date:24.05.2010) Deduction of Royalty form the bills of the Contractors working in Civil works.

44. Ready Mix Concrete: While using RMC, taking out the samples at work site is mandatory for conducting necessary tests. It is the responsibility of the contractor to assure and ensure quality of RMC at the work spot as per design mix for which Engineer-In-Charge shall obtain necessary test certificates as per the IS Standards. RMC supplier. Adherence of IS 4926-20013 and QMS requirements as per IS 9001:2015 covering the technical requirements of IS 4926-2003 shall be assured by RMC Supplier.

45. Necessary taxes and other deductions will be made from Contractor bills.

46. The work shall be carried out as per the directions of the BBMP and the Engineer-In-Charge.

47. Bidders / Contractors should attach all the scanned copies of Technical documents / Certificates pertaining to their Eligibility criteria mentioned above in the Website itself, failing which, the bid will not be considered. The original documents should be produced for verification at any stage of tender process as and when sought for, failing which, the bids are liable for disqualification.

48. Wherever conditions not covered under this tender document, the following rules will be covered.

a) Karnataka Transparency in Public Procurement Act 1999 & Rule 2000.
b) K. P. W. D. Code / K. P. W. A. Code
c) Delegation of powers
d) and other rules and circulars issued by the Government.

49. First quality Teak wood samples should be Tested and certified by the reputed consultant and same should be Approved by Chief Engineer before procurement. The wood shall be well seasoned and confirn to IS 287. The wood shall be seasoned either naturally or by artificial means and the moisture content shall not exceed the limits specified in IS 287. The moisture content shall be determined as per IS 287. Unless otherwise specified the sizes mentioned in the specifications and/or drawings shall be the finished sizes.

50. All the materials/goods along with the make/manufacturer pertain to this works should approved by the Chief engineer before Procurement.

51. This work Pertains to remodeling of Council hall hence the tenderer should procure all material/goods of highest quality and from reputed manufacturer.

52. The tenderer has to submit three (3) Manufacturers list for Approval the list submitted should be Approved by the Chief Engineer further selection of Manufacturer/Material lies with the BBMP and the approved material has to be tested from NABL accredited Lab.

53. **Product Configuration Programing & Testing.**

(a) Configuration of DSP Controller, Audio adjustment ,
(b) Microphone gain level Setting, Noise Cancelling Configuration,
(c) Echo Cancelling Configuration, Pre-setting of Camera's
(d) Configuration of DIM Light Controller fixing
(e) Configuration of Crestron Controller for Camera , Light ,
(f) speaker level increasing and decreasing configuration,
(g) Microphone level increasing and decreasing configuration,
(h) Camera configuration White balancing, Colour adjustment,
(i) Pre-set through RS232 port, Contrast adjustment.

54. Further detailed specification and testing to be done as per Annex-1

55. The Work shall be commenced with all Men and Machinery within 3 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderer.

56. The bidder should give an undertaking that he/she would abide by the provisions of employees provident fund and shall remit PF of labourers to the respective PF offices or else BBMP have the right to deduct the PF amount from the work bills and remit the same to the respective PF Offices

57. The contractor shall quote the rates inclusive of PF as per the applicable rate as issued by the PF department from time to time in respect of employee employed by the contractor (as per section (6) of the Act. details of contribution which shall be paid the employer towards his share as also deduction from the employee's wages within 15 days from the close of every month with the concerned PF Commissioner) and shall satisfy the EPF and MF Act, 1952 and compliance of the same. In default by the contractor, deduction from any amount payable to the contractor under any contract is permissible and such amount paid by the commissioner BBMP can also recovered from the contractor as provided under sec. 421 of / refunded by / BBMP against documentary evidence.

58. The Successful bidder shall give an undertaking that he/she would abide by the provisions of employees provident fund act.

59. Remittance towards PF shall be commensurate with the labour component of the work involved.

60. The bidder shall remit PF of labourers to bidder permanent PF code only.

61. The contractor shall quote his rates inclusive of all applicable taxes (excluding GST), levies, duties and cess, building worker welfare cess as per the latest notification of GOK and GOI prevailing on the date NIT.

62. The bidder should maintain register of labours deployed and wages paid for the workers and shall produce the documents whenever called for by the competent authority. Remittance towards PF shall be commensurate with the labour component of the work involved.

63. The Tenderer after finishing the works has to submit required documents to the fire department and have to obtain NOC from the fire department.

ANNEXURE

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS

1. Indian Council of Arbitration, New Delhi.
2. International Centre for Alternative Disputes Resolution (India).
3. Indian Roads Congress.
4. Indian Building Congress.
5. Indian Institute of Bridge Engineers.
6. Indian Institute of Public Health Engineers.
7. Institute of Water Works.

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract: Clause Reference

- The Schedule of Operating and Maintenance Manuals [48]
- The Methodology and Program of Construction [25]
- Site Investigation Reports [14]
- The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction. [25]

The Employer is
Name: **CHIEF COMMISSIONER** [1.1]

Address: BBMP
Name of authorized Representative: **EXECUTIVE ENGINEER MPED-C BBMP, GROUND FLOOR, ANNEXE BUILDING-2 N R SQUARE., BANGALORE**

The name and identification number of the Contract is **No: EE/MPED-C/TEND/ /2023-24, date: 17.03.2022**

The Works consists of: **"**Construction of Fire Escape Staircase with fire fighting works for Annex-3 building at BBMP Head office, Bengaluru**, RCC STAIRCASE & LIFT, FIRE ESCAPE M.S. STAIRCASE WITH FOOT BRIDGE, SUMP TANK (1,00,000 LITRE CAPACITY) & OHT (20,000 LITRE CAPACITY), PUMP HOUSE IN BASEMENT, FIRE FIGHTING WORKS, ELECTRICAL & LIFT UTILITY SHIFTING including maintenance of all infrastructure work for the period of 24 months from the date of issue of completion of work.**

Tender Reference: **No: EE/MPED-C/TEND/ /2023-24, date: 17.03.2022**

The start date shall be the date of issue of notice to proceed with the work. [1.1]

The Intended Completion Date for the whole of the Works is **12 Months** with the following milestones - [17, 26]

Milestone dates:

Milestone	Physical work to be completed	Period from the date of issue of Notice to proceed with the work
Milestone 1	25%	4 month
Milestone 2	60%	4 month
Milestone 3	100%	4 month

The Site Possession Date is: Immediately after issuing of work order [21]

The Site is located at as mentioned in the BBMP Head office premises council building, NR Square, Bangalore. [1.1]

The Defects Liability Period – Two (2) years from the date of Site handover to the Concerned department

Insurance requirements are as under:

[13]

	Type of Cover	Minimum cover for Insurance[1]
(i)	Works and of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party[2]	
	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka

Price Adjustment Formula; DELETED
[40]

The liquidated damages for the whole of the works is rupees 0.1% of final contract price and that for the milestones are as under:

For Mile stone 1: Rs……/day
For Mile stone 2: Rs……/day
For Mile stone 3: Rs……/day

1

2

The maximum amount of liquidated damages for the whole of the works

[41]
is ten percent of final contract price i.e.

The Advance Payments are:-
The amounts of the advance payment are:
[42]

Nature of Advance	Amount (Rs.)	Conditions to be fulfilled
1. Mobilization	5% of the Contract price	On submission of un-conditional Bank Guarantee. (to be drawn before end of 20% of Contract period)

(The advance payment will be paid to the Contractor no later than 30 days after fulfillment of the above conditions).

Repayment of advance payment for mobilization:
[42]

The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 15 percent of the Contract Price or 6 months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 7.5% percent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26.

“The date by which operating & maintenance manuals are required is within 30 days of issue of certificate of completion of whole or section of the work as the case may be **[48]**

The amount to be withheld for failing to supply “as built” drawings or supply of Operation and Maintenance Manuals by the date required is **Rs. 20.00 lakhs** **[48]**

The following events shall also be fundamental breach of the contract:
[49.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's
Additional cost for completing the Works shall be 30 percent**.** **[50.1]**

SECTION.8 SPECIFICATIONS

ENCLOSED IN KPP PORTAL

SECTION.8 DRAWINGS

ENCLOSED IN KPP PORTAL

SECTION.9

BILL OF QUANTITIES (BOQ)

ENCLOSED IN KPP PORTAL

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITT Clause 24.1(a)]

(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]

(5) All Materials including lead and lift.

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To:

The Executive Engineer,
MPED-C
BBMP, Bangalore.

WHEREAS _____ *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ *[amount of guarantee]* Rupees_____*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____